

DOCUMENT RESTRICTIONS REGARDING THAT CERTAIN SUBDIVISION KNOWN AS "SUNDANCE RETREAT" IN LEE MAGISTERIAL DISTRICT OF SHENANDOAH COUNTY, VIRGINIA, OWNED BY SUNDANCE PROPERTIES, A VIRGINIA LIMITED PARTNERSHIP.

By this instrument dated the 4th day of January, 1978, the undersigned, Sundance Properties, a Virginia limited partnership does hereby set forth the following reservations and restrictions regarding its real estate in Lee Magisterial District, Shenandoah County, Virginia, known as "Sundance Retreat" and being that real estate conveyed to Sundance Properties, a Virginia limited partnership by deed dated the 10th day of November, 1977 from Raymond F. Loving, Jr., and Pamela Lee Loving and recorded in the Office of the Circuit Court of Shenandoah County, Virginia, in Deed Book 375, Page 701.

The above property was added to and these common covenants and restrictions with amendments thereto shall be applicable to such additional sections Book 447 Pages 06 & 07. To its real estate located in Lee Magisterial District, Shenandoah County, Virginia, lying adjacent and adjoining the said Loving tract and being the same real estate which was conveyed to Sundance properties from Arthur J. Hirsch and G. Laverne Hirsch, by deed dated the 23rd day of March 1982, and recorded in said Clerk's Office in Deed Book 439, Page 226, which a part of said real estate is comprised of Sundance Retreat, Section Six and Sundance Retreat, Section Seven, plats of which are hereto attached and incorporated herein by reference.

The common covenants and restrictions with amendments thereto are as follows:

1. Neither the proprietors and owners of these tracts or the purchasers of said tracts will request the Board of Supervisors of Shenandoah County, Virginia, or the Virginia Department of Highways, that the said rights of way in said tract be taken into the highway system unless and until the said tract owners and proprietors convey by deed of dedication and have brought said rights of way up to the specifications of the Virginia Department of Highways.

Item 2. was amended 4/18/78 Book 380 Page 651 & 652 and now reads as follows

2. The grantor may assess each tract owner a sum not to exceed \$100.00 per year, per tract, for the use, upkeep, snow removal and maintenance of the rights of way within and serving the said Subdivision and such other common facilities as the said Grantor may provide therein. Such annual assessment shall be pro-rated from date of purchase through the last day of the calendar year of purchase, with such pro-rated assessed amount, being due and payable in full on the 1st day of the month following date of purchase. The right and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners, appointed by the Grantor, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid. When more than one tract is owned by a party or parties, in the event of a resale by them of one or more of said tracts, then the obligation to pay said right of way maintenance fee shall be binding on the purchase or purchasers of said tract without any provisions therein specifically so provided. After any failure of the Grantor or their assigns or successors to exercise the appointive power as set forth within this Paragraph, after reasonable

notice by at least two landowners within said Subdivision given to said Grantor, their assigns or successors in title, a meeting of all landowners within said Subdivision may be called and a majority of those present shall be empowered with all the rights and powers the Grantor could have exercised under this Paragraph.

Item 3. was amended 10/6/78 Book 388 Page 649 & 650 and amended again 8/4/82 Book 443 Page 64 & 65 and now reads as follows

3. The Grantor reserves unto itself, its heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land twenty-five (25) feet wide at any point along the sides, rear, or front lines of any of said tracts. The grantor reserves the right to construct or lay water and sewer lines or to grant easements therefor with right of ingress and egress at, over or under the same at such other or further locations as determined most advisable by this grantor or its assigns, or construct and install septic systems, including drainfields on any lot of Sundance Retreat Subdivision. And further, the grantor (Sundance Properties, a Limited Partnership) its successor or assigns, reserves the right to locate, construct, and maintain, a water well or wells, with water lines attendant thereto or to grant easements therefor with right of ingress and egress at, over, and under same at such other or further locations as determined most advisable and advantageous by the grantor or its assigns or successors, including the right to run water line or lines to and from such well to serve up to and including eight (8) individual lots of Sundance Retreat per well; provided, however, that no well shall be located within 100 feet of any septic drainfield area, and water wells; provided, however, that no such septic drainfield will be located within 200 feet of any dwelling, other than the dwelling served thereby, constructed upon Sundance Retreat Subdivision.

4. No building of a temporary nature shall be erected or placed on any of said tracts except those customarily erected in connection with building operations, and in such cases, for a period not to exceed six months.

5. Any building structure used for residential purposes shall contain a minimum of 320 square feet on the main floor. This shall not include basement, garage, porch or carport, unless an exception thereto is agreed to in writing by the grantor or their assigns.

6. All of said tracts shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said tract. Only horses, ponies, and common domestic pets allowed.

7. No further division of tracts shown within said Subdivision except by vacation and rededication by grantor shall be allowed for a period of ten years. After a period of ten years, upon approval of ninety per cent (90%) of the then owners, further division of the tracts shall be permissible.

8. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any tract herein designated, nor upon any building erected thereon, except commissary directional and informational signs of grantor.

9. No building shall be erected closer than twenty-five (25) feet to any road right of way nor closer than twenty (20) feet to the side or rear of the tract line.

10. All toilets and sewage facilities constructed on said tracts shall conform to the regulations of the Virginia State health Department.

11. The use of trailers upon said tracts are unauthorized except for the use of temporary camping trailers.

12. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said tracts.

13. Nothing herein is to be construed to prevent the grantor from placing further restrictions or easements on any tract in said Subdivision which shall not have already been conveyed by them.

14. No firearms shall be discharged on the tracts within this subdivision.

15. All fences in subdivision will be board or rail fences or design approved in writing by grantor. Chain link fences may be used around tennis courts or swimming pools only.

16. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.

17. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. All the tracts within this Subdivision shall be subject to all rights of way and easements which are shown on plat or plats of Sundance Retreat as same are recorded in the Office of the Circuit Clerk of Shenandoah County, Virginia.

1184

ASSIGNMENT OF RIGHTS AND RESPONSIBILITIES

SUNDANCE RETREAT SUBDIVISION

In accordance with the attached termination of responsibilities tendered by W. Maynard Southard, for Sundance Properties, L. P., Trustee of the Sundance Retreat Road Maintenance Fund and in accordance with the appointment of William Heishman, William Klinck James R. Rush, Walter and Adrienne Anderson, Allan R. Smith, George Bvonocore and J. Steinback as the Committee to assume responsibilities for the upkeep, repair and maintenance of the roads in the subdivision, the undersigned Sundance Retreat Homeowners Association, Inc., formed by William G. Klinck on November 5, 1994 to carry out the responsibilities of road maintenance, well electric, well maintenance and repair, assumed on January 1, 1995, and continues to act as the organization responsible for the upkeep, repair and maintenance of the commonly owned roads, the well electric and well maintenance in the subdivision. The responsibilities reserved to W. Maynard Southard set forth in the various Declaration of Covenants and Restrictions for Sundance Retreat, were transferred to the Association by the attached letter of W. Maynard Southard, for Sundance Properties, L. P., effective January 1, 1995.

SUNDANCE RETREAT HOMEOWNERS ASSOCIATION, INC.

BY:

William G. Klinck

ITS TREASURER

OF VIRGINIA AT LARGE

The foregoing instrument was acknowledged before me this 15th

of February, 1999, in Alexandria

, Virginia by William J. Klink.

My commission expires December 31, 2001

Carol K. Klink

NOTARY PUBLIC

October 6, 1994

Owner in Sundance Retreat Subdivision: - - - - -

Pursuant to the Covenants and Restrictions of your subdivision, Sundance Properties may resign from the function it performed relating to the upkeep, repair and maintenance of road system and transfer that responsibility to a Committee tract owners appointed by Sundance Properties.

Sundance Properties will cease any upkeep, snow removal, air or maintenance of the road systems as of December 31, 1994. The Committee of tract owners appointed by Sundance Properties is as follows:

William Heishman
P. O. Box 184
New Market, VA 22844

Allan R. Smith
118 Poplar Hill Road
Waldorf, MD 20601

William Klinck
Route 1, Box 86A
New Market, VA 22844

George Bvonocore
5788 Flag Flower Place
Columbia, MD 21045

James R. Rush
P. O. Box 1168
New Market, VA 22844

J. Steinback
P. O. Box 635
New Market, VA 22844

Walter & Adrienne Anderson
2753 N. Saturn Drive
Indianapolis, IN 46229

I am sorry that it did not work out for me to continue to do this. I have found that this is not economically feasible considering the cost of labor, material, equipment, fuel and insurance. There are some people in your subdivision that have been satisfied with the service. Some of these people are appointed to the Committee. This will give them the chance to see if they can provide better service for their money.

The Committee and/or other owners in the subdivision may choose to form an Owners's Association to perform this function. However, that is entirely your choice.

In addition, Sundance Properties will terminate repairs and maintenance of all wells as of December 31, 1994. You should make arrangements to change the electricity for your well as of December 31, 1994.

I will be glad to have Roger meet with anyone to show them to their well and water lines and will furnish names and addresses of the people on each well upon request.

25.C

It may be possible that Roger would continue to do both road work and well repair. This will be up to the property owner's association and Roger.

I will also provide you a copy of owners in your subdivision if you write to me and make the request.

Sincerely,

SUNDANCE PROPERTIES, L.P.

W. Maynard Southard

W. Maynard Southard

WMS:kma

SHENANDOAH COUNTY, ss:

The foregoing writing with certificate of acknowledgement thereon as received at the Clerk's Office of said County, was admitted to record and indexed. The taxes imposed by Sect. 58.1-801 & 802 of the Code of Virginia have been paid

this 16th day of February, 1999

12:01 P.M. Teste: Denise F. Barb Clerk